

ARCHITECT-ENGINEER CONTRACT

1. CONTRACT NO.

RFP: W912DW-04-R-0027

Contract: W912DW-05-C-0013**2. DATE OF CONTRACT**

18 July 2005

3A. NAME OF ARCHITECT-ENGINEER

TAX ID: 91-73-0590816

C.H. GUERNSEY & COMPANY

DUNS: 062275144

3B. TELEPHONE NO. (Include Area Code)

(405)416-8256

3C. ADDRESS OF ARCHITECT-ENGINEER (Include Zip Code)

5555 NORTH GRAND BLVD

OKLAHOMA, OK 73112-5507 email: ken.sullivan@chguernsey.com

3D. FAX NO. (Include Area Code)

(405)416-8111

4. DEPARTMENT OR AGENCY AND ADDRESS (Include Zip Code)

Department of the Army
Seattle District, Corps of Engineers
P.O. Box 3755
Seattle, Washington 98124-3755

5. PROJECT TITLE AND LOCATION

Contract for Architect-Engineer Services for project entitled "Malmstrom ADAL Fitness Center, Malmstrom AFB , MT"

6. CONTRACT FOR (General description of services to be provided)

The Architect-Engineer shall provide all services in accordance with the Statement of Work. All work and services shall be completed in accordance with the submittal schedule in the Statement of Work. The Government may exercise the options for additional services as provided for in the Option clause in Section H and the Statement of Work.

VERBAL NOTICE TO PROCEED WAS ISSUED ON BASE ITEM 1 ON 18 JULY 2005.

7. CONTRACT AMOUNT (Express in words and figures)**8. NEGOTIATION AUTHORITY****Negotiated under and authorized by 10 U.S.C. 2304.****9. ADMINISTRATIVE, APPROPRIATION, AND ACCOUNTING DATA**

Original and one copy of invoices shall be mailed to: Department of the Army, Seattle District, Corps of Engineers, ATTN: CENWS-EC-DB, A-E Services Support, P.O. Box 3755, Seattle, WA 98124-3755. Payment will be made by U.S. Army Corps of Engineers Finance Center, CEFPAO-P, 5722 Integrity Drive, Millington, TN 38054-5005; telephone: (901) 874-8556. The services obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to appropriations as stated below:

21420500000 088082

32302J61D3700000000000 E314 35026

000000000000

AMOUNT: \$156,700.00



10. The United States of America (called the Government) represented by the Contracting Officer executing this contract, and the Architect-Engineer agree to perform this contract in strict accordance with the clauses and the documents identified as follows, all of which are made a part of this contract:

See attached Schedule(s) as contained in the following Table of Contents

MAIN TABLE OF CONTENTS

SECTION	TITLE	PAGE NOS.
A	SF 252- Corporate Certificate	
A	Subcontracting Plan	
B	Services and Price/Costs	
C	Statement of Work	
F	Deliveries or Performance	
G	Contract Administration Data	
H	Special Contract Requirements	
I	Contract Clauses	

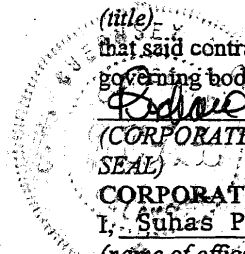
If the parties to this contract are comprised of more than one legal entity, each entity shall be jointly and severally liable under this contract. The parties hereto have executed this contract as of the date recorded in Item 2.

SIGNATURES		NAMES AND TITLES (Typed)
11. ARCHITECT-ENGINEER OR OTHER PROFESSIONAL SERVICES CONTRACTOR		
A.		TAT J. CARROLL PRESIDENT / CEO
B.		
C.		
D.		
12. THE UNITED STATES OF AMERICA		
		 Contracting Officer

Solicitation Number: W912DW-04-R-0027
Contract Number: W912DW-05-C-0013

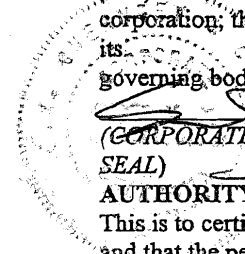
CORPORATE CERTIFICATE (for person who signed Final Proposal used for contract award)

I, Richard Hinkle, certify that I am the Sr. Vice President/Sect./Treasurer
(name of officer) (title)
of the corporation named as C.H. Guernsey herein; that Richard Hinkle who signed
(name of company) (person's name)
this contract on behalf of the corporation was then Sr. VP of said corporation;
(title)
that said contract was duly signed for and on behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.


[Signature]
(CORPORATE (Signature)
SEAL)

CORPORATE CERTIFICATE (for other persons authorized to bind the corporation)

I, Suhas Patwardhan, certify that I am the Sr. Vice President
(name of officer) (title)
of the corporation named as C.H. Guernsey herein; that Suhas Patwardhan will or has signed
(name of company) (person's name)
binding documentation (modifications) on behalf of the corporation is the Sr. VP of said
(title)
corporation; that said documentation was duly signed for and on behalf of said corporation by authority of
its governing body and is within the scope of its corporate powers.


[Signature]
(CORPORATE (Signature)
SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below
and that the person(s) signing the contract and modifications had and has authority actually to bind the
partnership
pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and
execute contractual instruments on behalf of said partnership with the United States of America, except as
follows: None
(state "none" or describe limitations, if any).

This authority shall remain in full force and effect until such time as the revocation of authority by any
cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.
(Names, Signatures and Social Security Numbers of all Partners)

NAME SIGNATURE SOCIAL SECURITY NO.

SECTION B
SUPPLIERS OR SERVICES AND PRICES/COSTS

ITEM	DESCRIPTION	QUANTITY	U/I	AMOUNT
BASE ITEM				
0001	First Phase - Provide all labor, services and supplies to prepare project Conceptual Charrette Report, with sketch plans and cost estimate in accordance with the Statement of Work.	1	Job	\$156,700.00
	TOTAL BASE			\$156,700.00
OPTION ITEMS				
0002	Second Phase - Provide all labor, services and supplies to prepare project 35%, 65% and 95% (100%) Design in accordance with the attached Statement of Work	1	Job	NTE \$600,000.00
0003	Provide all labor, services and supplies for Construction Support Services in accordance with the attached Statement of Work	4	Job	\$100. per hour**
0004	Provide project Rendering in accordance with the attached Statement of Work	1	Job	\$7,500.
	TOTAL OPTION ITEMS			\$607,500.

TOTAL BASE AND OPTION ITEMS **\$764,200.00**

* This fee is based on the current understanding of the project as presented in the "Architectural & Engineering Services AFSPC Fitness Facilities Master Plan, Malmstrom AFB, MT, dated May 2005 briefing paper. It is understood this fee will be re-negotiated if the results of the "Conceptual Charrette Report" developed as part of Item 0001 differ from the information provided.

~~** This hourly rate will be used to develop the fees for each assigned Construction Phase Support Services Task to the A/E. Before beginning an assigned task, the fees will be negotiated based on the proposed hours times the hourly \$100.00 hourly rate. Travel cost will be based on actual cost or in accordance with the latest Joint Travel Regulations. Currently, the Government has set aside \$21,000.00 for Construction Support Services, which represents 210 hours of A/E services (210 x \$100 = \$21,000).~~

Formatted: Font: Helvetica,
Strikethrough

Formatted: Font: Helvetica,
Strikethrough